

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

STEVEN HOUSER,	:	
Plaintiff,	:	
	:	
v.	:	CIVIL ACTION NO. 21-0676
	:	
ARTHUR FELDMAN AND TEMPLE	:	
UNIVERSITY,	:	
Defendants.	:	

ORDER

AND NOW, this 28th day of April, 2022, upon consideration of Defendant Temple University’s and Defendant Arthur Feldman’s Motions to Dismiss the Amended Complaint (ECF Nos. 64, 65, 70, 71), and Plaintiff Steven Houser’s response in opposition thereto (ECF Nos. 67, 68), **IT IS HEREBY ORDERED**:

1. Defendant Temple University’s Motion to Dismiss Plaintiff’s Breach of Contract Claim is **GRANTED** with respect to Plaintiff’s claim arising from Temple’s two investigations into Plaintiff’s paper and ties to Pietro Anversa, and the complaint from the Office of Research Integrity of Department of Health and Human Services. Plaintiff’s Breach of Contract, is **DISMISSED WITH PREJUDICE** only to the extent that it is premised on these theories,
2. Defendants’ Motion to Dismiss Plaintiff’s Claim for Trade Secret Misappropriation under the Pennsylvania Uniform Trade Secrets Act (“PUTSA”), 12 Pa. C.S. § 5301, is **GRANTED** with respect to Plaintiff’s claims that Feldman stole his trade secrets in 2014 or 2015 and used his trade secrets in a paper published in 2015. Plaintiff’s PUTSA claim is **DISMISSED WITH PREJUDICE** only to the extent it is premised

on these alleged misappropriations,

3. Defendant Arthur Feldman's Motion to Dismiss Plaintiff's claim for Defamation is **GRANTED** with respect to those allegedly defamatory statements made before October 10, 2019. Plaintiff's Defamation claim is **DISMISSED WITH PREJUDICE** only to the extent it is premised on these alleged defamatory statements.
4. Houser's Claims for Specific Injunction and a Constructive Trust are construed as ad damnum clauses.
5. Defendants' Motions to Dismiss are **DENIED** in all other respects.

BY THE COURT:

/S/WENDY BEETLESTONE, J.

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